



Sprint Nextel
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Charles W. McKee
Director
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July 3, 2008

Via Electronic Submission

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20054

Re: *July 3, 2008 Ex Parte Letter Refuting Dr. Selwyn's Testimony, etc.*
CTIA Petition for Declaratory Ruling, WT 05-194

Dear Ms. Dortch:

Sprint Nextel Corporation ("Sprint Nextel") hereby submits a redacted version of the attached *July 3, 2008 Ex Parte Letter Refuting Dr. Selwyn's Testimony, etc* ("*July 3, 2008 Ex Parte Letter*") in the above-captioned proceeding. This redacted version is available for public inspection. Sprint Nextel is filing under separate cover a confidential, non-redacted version of the *July 3, 2008 Ex Parte Letter*.

We are filing electronically one copy of this letter and the redacted *July 3, 2008 Ex Parte Communication* in the above-captioned docket.

Respectfully submitted,

/s/ Charles W. McKee

Charles W. McKee
Director, Government Affairs
Sprint Nextel Corporation

Enclosures



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REDACTED VERSION – FOR PUBLIC INSPECTION

July 3, 2008

Via Electronic Submission

Ms. Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W., Room TW-A325
Washington, D.C. 20554

Re: Ex Parte Letter
CTIA Petition for Declaratory Ruling, WT 05-194

Dear Ms. Dortch:

Sprint Nextel Corporation (“Sprint Nextel”) provides the following information in response to testimony submitted by Dr. Lee L. Selwyn in the early termination fee (“ETF”) Public Hearing held before the Federal Communications Commission (“Commission”) on June 12, 2008. Sprint Nextel also supplements the record with company-specific information regarding handset subsidy and other costs recouped via ETFs. Finally, Sprint Nextel demonstrates that its policies and practices ensure that customers are well informed before, during and after the sales process regarding ETFs and other important terms and conditions of the service contract.

I. DR. SELWYN’S TESTIMONY IS BASED UPON INCORRECT ASSUMPTIONS

At the Commission’s June 12, 2008, hearing, Dr. Selwyn made numerous claims and accusations, including the claim that the Sprint Nextel’s average handset subsidy was no more than \$14.33. Dr. Selwyn reached this figure using faulty assumptions and dubious reasoning.

First, Dr. Selwyn erroneously relies upon United States International Trade Commission (“USITC”) average wholesale costs. These are import customs valuations that have nothing to do with the actual costs incurred by Sprint Nextel. These import customs valuations are the costs declared between the original equipment manufacturer (“OEM”) and its operating companies in the United States. Sprint Nextel does not take possession of the handsets at import and does not know the price declared between the OEM and its operating companies in the United States.

These import customs valuations are used for tariffing purposes and are wholly unrelated to what Sprint Nextel pays for handsets. Sprint Nextel’s costs are governed by its negotiated contract price with the manufacturer, not by the wholesale cost the manufacturer declares during the import process. In short, Dr. Selwyn begins with an incorrect cost figure and extrapolates from this mistake.

Indeed, Dr. Selwyn admits that he is not an expert on customs valuation. On cross examination in the California litigation, Dr. Selwyn stated that his testimony was “an informed guess,” “not a random guess,” “not an off-the-wall number.” In other words, Dr. Selwyn acknowledged that he was not an expert on this topic and that he did not have knowledge of the other factors that could/would make the average number listed in the USITC data unreliable or simply inaccurate as a measure of what Sprint Nextel pays for handsets from manufacturers.

Second, even if the customs valuations had some relevancy, they do not account for profit/mark-up and a variety of post-import factors that add value and cost to the handset. Packaging of the device may take place in the United States, and the OEM’s American operating companies sometimes flash handsets and add programming after the handset is in the United States. Thus, Dr. Selwyn further understates the true cost of the handset by using the import customs valuation.

Third, Dr. Selwyn, for no apparent valid reason, deducts the Sprint activation fee from the cost of the handset. Dr. Selwyn is simply wrong for even discussing the activation fee in relation to the handset cost and subsidy. The activation fees are a source of revenue – like monthly recurring charges (“MRC”) – designed to offset Sprint Nextel’s cost of activating new lines of service and upgrades to existing service. The activation fees clearly are not a cost that Sprint Nextel includes in its handset costs; therefore, there is no reason to deduct it to determine the true handset cost.

Generally Accepted Accounting Principles (“GAAP”) require the activation fee to be booked as equipment revenue when a handset is bundled with service. The fact that Sprint complies with GAAP, however, does not mean that Sprint Nextel’s cost of handset acquisition is lowered. Indeed, the GAAP accounting principle has the opposite effect from that implied by Dr. Selwyn. Sprint Nextel’s equipment revenue is actually overstated due to the inclusion of the activation fee. As filed in its most recent 10-K statement (Exhibit A), Sprint Nextel Corporation reported Equipment Revenue of \$2.595 billion and Cost of Products at \$5.023 billion resulting in an Equipment Net Subsidy of \$2.428 billion.¹ The Equipment Revenue figure, however, includes the activation fee if a handset is bundled with service. Hence, the revenue – not the cost as Dr. Selwyn contends – is where the activation fee is booked. To determine the true handset subsidy, therefore, the activation fee should be subtracted from equipment revenue, resulting in a figure even larger than \$2.428 billion.

Fourth, Dr. Selwyn’s \$14.33 handset subsidy figure cannot be reconciled with the number of handsets Sprint Nextel sold during 2007. Dividing Sprint Nextel’s \$2.428 billion handset subsidy reported in its most recent 10-K by Dr. Selwyn’s \$14.33 would mean that Sprint Nextel sold 169,434,752 handsets in 2007 alone. Sprint Nextel has approximately 50 million subscribers meaning each subscriber would have had to purchase on average over 3 phones last year.

Dr. Selwyn recently submitted nearly identical testimony in a California class action lawsuit. As detailed in another Sprint Nextel *ex parte* letter, the jury agreed with Sprint Nextel’s valuation of damages and rejected Dr. Selwyn’s testimony. In short, the California jury, which

¹ Sprint Nextel Corporation 10-K, March 1, 2008, p. 44.

had the opportunity to review detailed confidential financial data from Sprint Nextel, as well as Dr. Selwyn's claims, determined that Dr. Selwyn's testimony was flawed.

II. SPRINT NEXTEL COMPANY-SPECIFIC DATA CLEARLY DEMONSTRATES THAT ITS HANDSET SUBSIDY FAR EXCEEDS \$14.33

Sprint Nextel tracks, on a handset-by-handset basis, its subsidies, which are calculated by subtracting the retail price paid by the customer from what Sprint Nextel pays to the OEM for the handset. A subsidy occurs if the customer pays less for the handset than what Sprint Nextel pays the OEM. A variety of factors affect handset subsidies and the amount of subsidy fluctuates over time. Generally, both the retail price paid by customers and the price paid by Sprint Nextel decline in time from the launch of the device. The handset subsidy also fluctuates as a result of volume discounts (*i.e.*, price paid by Sprint Nextel to the OEM may decrease as a result of volume discounts and these cost savings may be passed on to customers). Competitive pressures also affect the retail price of the handset. Furthermore, the handset subsidy generally is lower for lower tier devices and higher for higher tier devices.

To further refute Dr. Selwyn's \$14.33 handset subsidy claim, Sprint Nextel provides the Commission with the following company-specific information regarding its handset subsidies:

[BEGIN CONFIDENTIAL INFORMATION]

[illegible][illegible]

Table 1. Demographic characteristics of study population

[END CONFIDENTIAL INFORMATION]

III. HANDSET SUBSIDY IS ONLY A PORTION OF THE COSTS RECOUPED VIA ETFs

While the handset subsidy is certainly an important cost element of the ETF, it represents only a portion of the costs Sprint Nextel attempts to recoup via an ETF. In addition to the handset subsidy, the ETF accounts for reduced monthly recurring charges paid by customers who commit to a term contract (*i.e.*, Sprint Nextel's monthly rates, for term agreements, are significantly lower) and numerous other costs associated with customer acquisition – or the cost per gross addition (“CPGA”).

CPGA is a measure of the average cost Sprint Nextel incurs to add a new subscriber. These costs include handset subsidies, sales commissions, customer care costs, rebates, advertis-

ing and other selling and marketing costs. CPGA is calculated by totaling these costs, deducting product sales revenue, and dividing this amount by the total number of subscribers acquired during the measurement period. CPGA fluctuates over time. Sprint Nextel's CPGA ranges anywhere from [BEGIN CONFIDENTIAL INFORMATION] [REDACTED]

[REDACTED] [END CONFIDENTIAL INFORMATION]

Sprint Nextel has invested a large amount of money to acquire a customer and it seeks to recoup this investment over a period of time. On average, it takes Sprint Nextel many months [BEGIN CONFIDENTIAL INFORMATION] [REDACTED] [END CONFIDENTIAL INFORMATION] of serving a customer before it reaches the breakeven point. ETFs appropriately attempt to recover these costs when customers leave before the terms of their contracts expire.

Finally, ETFs are also designed to recoup lost profit that Sprint Nextel would have made had the customers completed their contractual commitments. Like all for-profit corporations, Sprint Nextel is providing its service to make a return on investment, and, ultimately, to increase shareholder value.

Sprint Nextel offers term contracts because customers prefer lower monthly rates, lower airtime charges, and discounted handsets. In exchange, the customer agrees to pay Sprint Nextel for a specific period of time. Sprint Nextel, therefore, sets its rates and discounts its handsets in relation to the term period, so that it is assured that it will both recoup its costs and make a profit.

IV. SPRINT NEXTEL POLICIES AND PRACTICES ENSURE CUSTOMERS ARE WELL INFORMED ABOUT ETFs AND OTHER CONTRACT TERMS

Sprint Nextel takes many steps to inform customers about its contract terms including ETFs. These efforts take place before, during and after the customer enters into a term contract with Sprint Nextel.

A. Disclosure Prior to Contract

Consistent with the CTIA Consumer Code,² Sprint Nextel ensures that it provides specific disclosure of its ETFs in its advertising. Attached is a recent magazine advertisement demonstrating the ETF disclosure language. (Exhibit B). ETFs are also expressly stated in all of Sprint Nextel's service plan guides. (Exhibit C).

B. Disclosure During the Sales Process

² The CTIA Consumer Code, http://www.ctia.org/consumer_info/index.cfm/AID/10352

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Again, consistent with the CTIA Consumer Code, Sprint Nextel provides and confirms material terms and conditions to customers when they initiate service or when customers agree to a change in service. Per Sprint Nextel's policy and training, customers are to walk away from the sales experience with a subscriber agreement, point-of-sale worksheet, rate plan guide, and the Sprint Nextel terms and conditions of service. ETFs are covered in each one of these documents.

- The point-of-sale worksheet is manually filled-in by the sales agent at the behest of the customer. It contains customer-specific information about the rate plan, ETF, and contract period and term start date. (Exhibit D). Indeed, Sprint Nextel asks customers to initial a box on the worksheet expressly stating "I understand that I will be charged an Early Termination Fee of \$200 if I cancel service prior to the end of my term."
- Customers also view and sign electronically a subscriber agreement. (Exhibit E). The agreement is printed on thermal receipt paper and provided to the customer at the conclusion of the sales experience. If a customer enters a term agreement, the agreement contains the following provision:

Term and Early Termination Fee. You agree to maintain Sprint Service for at least a TWO-YEAR term. Except for deactivations under our return policy, you agree to pay an EARLY TERMINATION FEE of \$200 for each line of Service terminated early, in addition to other charges that may have accrued.

C. Disclosure After the Contract is Executed

After the customer establishes service, Sprint Nextel confirms in writing the material terms and conditions concerning the service plan that the customer has chosen. Once again, the contract term and the ETF are clearly disclosed to the customer.

- The customer receives a Welcome Letter from Sprint that provides details about the service plan. This Welcome Letter is usually received within three to five business days of activation. The "Contract Start Date," "Contract End Date," and "Early Termination Fee" are expressly and prominently disclosed in the Welcome Letter (Exhibit F).
- Sprint Nextel also provides customers with easy access to information regarding the service plan, contract term/end date, and ETF. For example, customers may access their account information including "Plan Overview" and "Contract End Date" on their handset or on-line.

As demonstrated above and in the attached Exhibits, Sprint Nextel affirmatively and repeatedly explains to the customer that he or she is entering into a term contract and that the customer is subject to an ETF if the customer elects to cancel service prior to the contract end date. Sprint Nextel strives to make the sales process as simple and easy to understand as possible and has every incentive to do so in order increase customer satisfaction, reduce post-sale confusion, and decrease costly customer care expenses.

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Finally, if a Sprint Nextel customer is not satisfied with the device, plan or service, the customer may return the device and deactivate service within 30 days of activation. Sprint Nextel will refund any activation fee, waive the ETF and only bill for access and airtime charges accrued through the deactivation date. (Exhibit G).

V. CONCLUSION

Sprint Nextel urges the Commission to disregard the speculative and unreliable testimony of Dr. Selwyn as it considers the issue of ETFs. Dr. Selwyn's \$14.33 figure is simply incorrect, as demonstrated above and as confirmed by an independent California jury. Moreover, it is largely irrelevant to the level of ETFs. ETFs are not, and never have been, designed only to recover the cost of handset subsidies. The most accurate number to review is CPGA which, as discussed above, far exceeds current ETF levels.

Pursuant to Section 1.1206 of the Commission's rules, this letter is being electronically filed with your office. Please let me know if you have any questions regarding this filing.

Respectfully submitted,

/s/ Charles W. McKee

Charles W. McKee
Director, Government Affairs
Sprint Nextel Corporation

cc: Aaron Goldberger
Bruce Gottlieb
Renee Crittendon
Wayne Leighton
Angela Giancarlo
Nicole McGinnis
Brent Greenfield

EXHIBIT A

10-K for the Fiscal Year ended December 31, 2007

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K**

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2007

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____
Commission file number 1-04721

SPRINT NEXTEL CORPORATION

(Exact name of registrant as specified in its charter)

KANSAS

(State or other jurisdiction of incorporation or organization)

48-0457967

(I.R.S. Employer Identification No.)

6200 Sprint Parkway, Overland Park, Kansas

(Address of principal executive offices)

66251

(Zip Code)

Registrant's telephone number, including area code:

(800) 829-0965

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Series 1 common stock, \$2.00 par value Guarantees of Sprint Capital Corporation 6.875% Notes due 2028	New York Stock Exchange New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendments to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act.) Yes ☐ No ☒

Aggregate market value of voting and non-voting common stock equity held by non-affiliates at June 30, 2007, was \$59,118,357,225

COMMON SHARES OUTSTANDING AT FEBRUARY 21, 2008:

VOTING COMMON STOCK

Series 1	2,774,113,035
Series 2	74,831,333

Documents incorporated by reference

Portions of the registrant's definitive proxy statement filed under Regulation 14A promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, which definitive proxy statement is to be filed within 120 days after the end of registrant's fiscal year ended December 31, 2007, are incorporated by reference in Part III hereof.

Segment Results of Operations

Wireless

	Year Ended December 31,			Change from Previous Year	
	2007	2006	2005	2007 vs 2006	2006 vs 2005
	(in millions)				
Service	\$ 31,044	\$ 31,059	\$19,289	0%	61%
Wholesale, affiliate and other	1,061	870	908	22%	(4)%
Total services revenue	32,105	31,929	20,197	1%	58%
Cost of services ⁽¹⁾	(8,612)	(8,058)	(5,419)	7%	49%
Service gross margin	\$ 23,493	\$ 23,871	\$14,778	(2)%	62%
Service gross margin percentage	73%	75%	73%		
Equipment revenue	\$ 2,595	\$ 3,172	\$ 2,129	(18)%	49%
Cost of products ⁽¹⁾	(5,023)	(4,927)	(3,272)	2%	51%
Equipment net subsidy	\$ (2,428)	\$ (1,755)	\$ (1,143)	38%	54%
Equipment net subsidy percentage	(94)%	(55)%	(54)%		
Selling, general and administrative expense ⁽¹⁾	\$(11,151)	\$(10,438)	\$(6,703)	7%	56%
Wireless segment earnings	9,914	11,678	6,932	(15)%	68%
Merger and integration expenses ⁽¹⁾	(344)	(191)	—	80%	NM
Severance, exit costs, asset impairments and other, net ⁽²⁾	(394)	(179)	(105)	120%	70%
Goodwill impairment ⁽³⁾	(29,729)	—	—	NM	NM
Depreciation ⁽²⁾	(5,175)	(5,232)	(3,364)	(1)%	56%
Amortization ⁽²⁾	(3,310)	(3,854)	(1,335)	(14)%	189%
Wireless operating income (loss)	(29,038)	2,222	2,128	NM	4%

NM—Not Meaningful

- (1) Merger and integration expenses are discussed in the Consolidated Information section. These amounts include \$63 million for the year ended December 31, 2006, which has been reclassified from the Corporate segment as these expenses are solely and directly attributable to the Wireless segment.
- (2) Severance, exit costs, asset impairments, depreciation and amortization are discussed in the Consolidated Information section. Other expense, net includes net costs associated with the exit of a non-core line of business, and for the year ended December 31, 2007 includes charges associated with legal contingencies and insurance recoveries.
- (3) During 2007, we recognized a \$29.7 billion non-cash impairment charge to goodwill related to the Wireless segment, which is recorded as a component of operating income. Goodwill impairment is further discussed in the Consolidated Information section.

Service Revenue

Service revenues consist of fixed monthly recurring charges, variable usage charges and miscellaneous fees such as activation fees, directory assistance, operator-assisted calling, equipment protection, late payment and early termination charges and certain regulatory related fees. Service revenue totaled \$31.0 billion in 2007, \$31.1 billion in 2006 and \$19.3 billion in 2005.

EXHIBIT B

Magazine Advertisement

Sprint

Organize your life.

Palm[®] Centro[™]
\$99.99

\$99.99 after \$100 mail-in rebate, two-year agreement and eligible upgrade (or new line activation) on Data Premier, any Everything Plan or Talk/Message/Data Share Plan



Now, for \$99.99 per month, you can unleash the power of your phone. It's the perfect plan for unlimited nationwide talking, texting, e-mailing, surfing and Sprint TV[®] Premier, all on the Palm[®] Centro[™]. Only on the Now Network.[™]

(Other monthly charges apply. See below.^{***})

Current customers can easily switch to the plan without extending their contract. The plan is also available for new lines of activation with a two-year agreement.

1-800-SPRINT-1 sprint.com

^{***}Monthly charges exclude taxes, Sprint Surcharges (incl. USF charge of up to 11.4% [varies quarterly], Administrative Charge [\$0.75/line/mo.], Regulatory Charge [\$0.20/line/mo.] & state/local fees by area). Sprint Surcharges are not taxes or government-required charges and are subject to change. Details: sprint.com/taxesandfees.

May require up to a \$36 activation fee/line, credit approval, deposit and \$200 early termination fee/line. Phone Offer: Offer ends 9/1/08 or while supplies last. \$149.99 (2 yr. price) - \$50 mail-in rebate = \$99.99 (final price). Taxes excluded. No cash back. Requires activation at the time of purchase on the same account during one sales transaction. Mail-in Rebate: Requires purchase by 9/1/08 and activation by 9/15/08. Line must be active 30 consecutive days. Allow 10 to 14 weeks for rebate. Upgrade: Existing customers in good standing with service on the same device for more than 22 consecutive months currently activated on a service plan of \$34.99 or higher may be eligible. See in-store rebate form or sprint.com/upgrade for details. Pricing, offer terms, fees and features may vary for existing customers not eligible for upgrade. Simply Everything Plan: Offer ends 9/1/08. No plan discounts apply. Premium content/downloads (games, ringtones, songs, certain channels, etc.) are additional charge. Texts to third parties to participate in promotions or other may result in additional charges. Sprint TV Premier includes over 20 available channels. GPS reliability varies by environment. International services are not included. E-mail includes use of Sprint Mobile E-mail, Microsoft Direct Push[™] technology via ActiveSync[®], VersaMail, IBM Lotus Notes Traveler[®] or BlackBerry[®] Internet Service (BIS). Sprint may terminate service if (1) more than 800 minutes, (2) a majority of minutes or (3) a majority of kilobytes in a given month are used while roaming. Services are not available for use as a modem, in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as a substitute for frame relay connections. Other Terms: Offer and service plan features not available in all markets/retail locations or for all phones/networks. The Nationwide Sprint Network reaches over 262 million people. The Sprint Mobile Broadband Network reaches over 246 million people. Coverage not available everywhere. Other restrictions apply. See store or sprint.com for details. ©2008 Sprint.



EXHIBIT C

Plan Guide

Select the nationwide plan that fits your needs.

All Individual and Share plans include:

- ✓ Unlimited night and weekend calling with long distance
- ✓ Unlimited Long Distance and 100 local calls per month
- ✓ Unlimited 115 text to 115 text

Unlimited Messaging includes: ✓Text ✓Picture ✓Video
Instantly send and receive as many text, picture and video messages as you need

Unlimited Data includes:

- ✓Email
- ✓Web Surfing
- ✓Sprint TV® Premier
- ✓Sprint Music Premier
- ✓GPS Navigation

✓Email
Check your personal email (Yahoo!, Gmail, MSN, Hotmail and AOL) with Sprint Mobile Email.

✓Web Surfing
Use your phone to surf the web. Check movie times, check quotes, breaking news, or your MySpace account. And, get exclusive content like NASCAR Sprint Cup Mobile™ and NFL Mobile™.

✓Email for BlackBerry Device includes: BlackBerry® Internet Service, BlackBerry Enterprise Service (BES) can be added for an additional \$20/mo. Email for Windows Mobile/Phone Device includes: Microsoft Smart Mail technology, Web Active Sync, or Veri-mail. Phone as Modem can also be added for an additional \$15/mo. with a data limitation of 54Kbps in land or 300Kbps, while off-network roaming.

Sprint Basic Plan

200 Anytime Minutes for \$29.99/mo* and additional minutes for 45¢/min. Includes: Unlimited Night and Weekends with Nights starting at 9PM. Nationwide Long Distance and No Roaming Charges. Requires a two-year agreement. No plan discounts apply.

Month-to-Month Plan

200 Anytime Minutes for \$39.99/mo* and additional minutes for 45¢/min. Includes: Unlimited Night and Weekends with Nights starting at 9PM. Nationwide Long Distance and No Roaming Charges. No plan discounts apply. For Sprint phones only.

✓Sprint Music Premier

Use your phone as an MP3 player and enjoy over 50 commercial free radio channels, over 100 local stations and 99¢ wireless music downloads.

✓Sprint TV® Premier

However you want to watch TV on your phone, Sprint provides you with options: live, short clips or full length episodes. Shows from the top channels, including CBS, ABC, Disney Channel, CNN, Comedy Central and more.

✓GPS Navigation

Stay on course with unlimited turn-by-turn directions for select GPS phones with Sprint Navigation or TeleNav GPS Navigator™ for Nucleo phones.

Individual Plans

As low as \$39.99/mo. for 45¢/min.

Monthly Anytime Minutes	Talk Plans	Talk/Messaging/ Direct Connect® Plans	Everything Plans
450	\$39.99	\$49.99	\$69.99
900	\$59.99	\$69.99	\$89.99
Unlimited	---	\$89.99	\$99.99 Simply Everything®

Additional Anytime Minutes for 45¢/min. (45¢/min.)
Additional Anytime Minutes for 40¢/min. (40¢/min.)

Existing customers can switch to any of these plans without a contract termination. Available on new lines of activation with a two-year agreement per line.

* Unlimited Night Calling starting at 9PM. \$2/mo. per line.
* Savings for Unlimited service plans. See Service Plan for details. Other plans that could also not apply.

Talk Only Share Plan

Monthly Anytime Minutes for two phones	Talk Share Plan	Monthly Anytime Minutes for two phones	Talk/Messaging/ Share Plans	Talk/Messaging/ Data Share Plans
700	\$69.99	1500	\$99.99	\$129.99
		3000	\$149.99	\$169.99

Additional Anytime Minutes for 700 min. plan: 45¢/min.
Additional Anytime Minutes for 1500 min. plan: 40¢/min.
Additional Anytime Minutes for 3000 min. plan: 25¢/min.

Existing customers can switch to any of these plans without a contract termination. Available on new lines of activation with a two-year agreement per line.

* Add a phone (line 1 to 2):
- Talk Only & Talk/Messaging Share plans: \$9.99/mo. per line.
- Talk/Messaging/Data Share plans: \$10.99/mo. per line.

* Unlimited Night Calling with Nights starting at 9PM. \$10/mo. per account.
* Direct Connect and Group Connect: an additional \$10/mo. per line.

Monthly charges include taxes and Sprint Surcharges (incl. USF charge of up to 11.3% (varies quarterly). Administrative Charge (up to \$1.99/min./mo.). Regulatory Charge (\$0.20/min./mo.) & state/local fees by area). Sprint Surcharges are not taxes or gov't required charges and are subject to change. Details: Sprint.com/surcharges.

Noted by Sprint: Only available on Everything Plans and Talk/Messaging/Data Share Plans.
Currently all Direct Connect lines must be on the same network.
Sprint Mobile to Mobile allows you to make or receive unlimited calls directly to or from over 50 million Sprint customers on the Nationwide Sprint Network or the Nextel National Network without using your service plan minutes. All plans include Call Forwarding, Number Forwarding, Three Way Calling, and Call Forwarding (Call Forwarding) when on the Nationwide Sprint Network or the Nextel National Network.

Referral Program

Refer a friend to Sprint and you'll both receive a \$10 credit towards your next bill.

Refer a friend to Sprint and you'll both receive a \$10 credit towards your next bill.

Refer a friend to Sprint and you'll both receive a \$10 credit towards your next bill.

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Refer a friend to Sprint and you'll both receive a \$10 credit towards your next bill.

Service Plans & Rates



Plans with what you want now.

Personalize your phone, plan and features in an instant.

With the new MySprint.com, you can:

With the new MySprint.com, you can:

With the new MySprint.com, you can:

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With the new MySprint.com, you can:

With the new MySprint.com, you can:

Choose the phone that works for you.

Select the plan that fits your needs.

Identify features that match your needs and work with your phone and plan.

Communicate with more confidence.

With the new MySprint.com, you can:

EXHIBIT D

Point of Sale Worksheet

For Your Records

Subscriber Agreement



Page 1

Welcome Call – New Customers only

In order to serve you better, the first outgoing call from your new handset will be redirected to our Welcome Center.

Term Commitment

Order Date: _____ **Duration:** _____

(Customer Initials) I understand that I will be charged an Early Termination Fee of \$200 if I cancel my service prior to the end of my term.

Phone Information

SIM Card ID: _____ **Security Lock Code:** _____
Handset Serial #: _____ **ESN/ MEID:** _____

Your Charges / Credits

Charges

Activation Fee (Activation fee: \$36 1st Line, \$26 Fee per Add'l Line)
 Upgrade Fee
 Equipment Fee
 Security Deposit

One-Time Charges \$0.00

Promotions (Promotions will be credited in the upcoming bill cycles)

Activation Fee Credit
 Upgrade Fee Credit
 First Month Service Credit
 Flat Service Credit

One-Time Credits \$0.00

Monthly Service Charges

Total Estimated Monthly Service Charges \$0.00 *

Promotional Plans/Credits	Price	Duration

Your 1st bill may be higher than you expected due to:

- Partial-month charges
- Full-month charges in advance
- Casual text or data usage
- Activation fee
- Equipment billed to your account

*Monthly charges exclude taxes, Sprint Surcharges (incl. USF charge of up to 11.4% (varies quarterly), Administrative Charge (\$0.75/line/mo.), Regulatory Charge (\$0.20/line/mo.) & state/local fees by area (e.g., in some areas up to 16% but in most areas less than 3%). Sprint Surcharges are not taxes or government-required charges and are subject to change.

Your Information

Customer: _____
Account #: _____
Username: _____
Address: _____

Sprint is taking extra steps to further protect your personal and account information. For your enhanced security, you have created a Personal Identification Number (PIN) and selected a security question and answer, in case you forget your PIN. Your PIN will allow access to your account when calling Nextel Customer Care or visiting a retail location. *For your future reference, please record your PIN and selected security question and answer (if applicable):*

Personal Identification Number (PIN): _____
Security Question: _____
Security Answer: _____

Phone #: _____ **Direct Connect® #:** _____

Sprint.com

Sprint offers quick and easy options for managing your account online. Visit sprint.com today.

- Add a line to your account or upgrade your phone
- View activity and minutes of use
- Pay your bill, change bill detail & view billing history
- Reset your voicemail password
- Manage wireless downloads
- Update your contact information
- View coverage information



Our Guarantee

Sprint is committed to ensuring that you are satisfied with your service plan, phone and our network. *You'll benefit from:*

Sprint 30-Day Risk-Free Guarantee — If you are not completely satisfied with Sprint, your service, device or network, return to the original sale location to return your equipment and request that we deactivate service within 30 days. We'll return your activation fee, waive your early termination fee, and you will only be responsible for charges based on your actual usage.

To qualify, you must, within 30 days of activation: (1) return your complete, undamaged device with the original retailer's proof of purchase to where you purchased the device; and (2) request that we deactivate your service. In all instances, you are responsible for all charges based on actual usage (partial monthly service charges, taxes, and Sprint Fees). Visit www.sprint.com/returns for complete details.

Right Plan Promise — Our Right Plan Promise allows you to change your plan without extending your contract. If your needs change, so can your plan.

"New For You" Handset Upgrades — Enjoy rewards for your loyalty by receiving savings of up to \$150 off devices when you have been a customer for 22 consecutive months. Visit Sprint.com/upgrades for full program details and eligibility.

Order Number: --

** LTS plan rates may vary by subscriber. True Primary Line is not known until activation; first line activated on a family plan is the primary account.

Other Important Information

Carefully review the information in this document, the service and coverage brochures for the services selected, and the General Terms & Conditions (Ts&Cs) of service, which together form the Subscriber Agreement. The Subscriber Agreement includes full service and coverage details, as well as other important terms (e.g. mandatory arbitration of disputes, limitations of liability, disclaimer of warranties, etc.). **Please also note:**

- We may make changes to the Ts&Cs or other parts of the Subscriber Agreement from time-to-time and will provide you notice of any important changes. The Ts&Cs set forth your rights in the event we make an important change. To ensure you have the most current version of our Ts&Cs go to www.sprint.com or contact Customer Service.
- Except for deactivations under our return policy, if your service is modified or terminated before the end of your bill cycle, no credit or refund will be provided for unused minutes or other services, and monthly service charges will not be prorated to the date of termination.
- Your first call may be automatically directed, regardless of the number dialed, to a Sprint Nextel Welcome representative. During this call, the representative will review with you the rate plan and services you selected and ensure your needs are addressed.
- Wireless Products and Services for business accounts are exclusively governed by the Standard Terms and Conditions for Communications Service, the Wireless Services Product Annex, and the applicable Product specific terms posted at <http://www.sprint.com/ratesandconditions>. Additional terms and conditions for Equipt for Business customers may be found at <http://www.sprint.com/equipt>. Rates and charges are listed in the Service Plans & Rates Guide for business customers.

☐ (Customer Initials) I have been provided: (a) service/rate plan brochure containing detailed pricing and other important information related to the services selected; (b) coverage map brochure; (c) the Ts&Cs; and (d) I have reviewed the Insurance & Repair Options and understand that I have 30 days from activation to opt-in.

The SUBSCRIBER AGREEMENT includes this document, the General Terms and Conditions, and the specific terms & conditions of the service(s) activated on your account. By signing below, you agree: (a) you have received, clearly understand and agree to all terms in the Subscriber Agreement; (b) you are at least 18 years of age; (c) if acting on behalf of a business, you have authority to legally bind business & agree to pay all charges if that business denies responsibility; and (d) if requested, providing your consent for Sprint to proceed with porting your current landline or wireless telephone number.

Customer Signature

Date

Sales Agent Name:

Total Equipment Protection — \$7/mo.

Total Equipment Protection (TEP)* is a combined service warranty and insurance plan you can purchase for each device on your account. You may buy TEP within the first 30 days of activation or upgrade on your device, and you may cancel anytime without paying a cancellation fee.

Insurance portion: water or liquid damage, accidental damage, loss, or theft

Deductible - \$50 non-refundable, per approved claim

Replacement devices - May be new or refurbished or may be a different brand, model, or color than your original device. Compatibility with your current accessories is not guaranteed.

Limit - up to 3 approved replacements within any consecutive 12-months (up to \$1000 per claim)

To file a claim, call Asurion at 800-584-3666. You will get another device within 3 to 5 business days of approval.

Service warranty portion: failure due to mechanical and electrical failure, normal wear and tear, or defects

Deductible - \$0

To get your device repaired, go to a Sprint Phone Repair Center and it will be repaired or replaced in 2 days or less.

To enroll, ask an associate or call 1-800-584-3666.

If you do not purchase TEP (or the warranty plan separately), your device has a 12-month limited manufacturer's warranty (see your device's manual for details). If you need to replace your device before your contract is up it will cost the full retail price (the no-contract price).

*Total Equipment Protection is a combination of the Equipment Replacement Program underwritten by Continental Casualty Company, a CNA company (CNA), and administered by Asurion Protection Services, LLC (Asurion Protection Services Insurance Agency, LLC CA Lic. #OD63161), a licensed agent of CNA and the Equipment Service and Repair Program which is an equipment service contract from Sprint. The service contract and the insurance plan are each available separately. Please see the Total Equipment Protection brochure available at any participating retail location or visit www.sprint.com/protection for complete terms of coverage. Terms and conditions are subject to change. May not be available in all states. Eligibility varies by device.

Sprint Referral Rewards Program

\$25 for you, \$25 for them.

Refer someone to Sprint or Nextel service and you both receive a \$25 Sprint Referral Rewards Visa® debit card (good anywhere Visa cards are accepted).

It's easy for your friend to complete the referral process after they sign-up. Have them dial #REF within 15 days from their newly activated phone and follow the voice prompts.

Go to sprint.com/referralprogram to learn more.

Sprint customers can refer 12 friends each year

Voicemail

Accessing Voicemail — To access voicemail from anywhere on your phone, hit the End key twice, then press and hold the envelope key until you see the word "Connecting" on the screen.

First-Time Use — You'll want to set up your voicemail so callers hear your personalized greeting. To do this, access voicemail and listen to set-up instructions.

Listening to Messages — When you receive a new voicemail, your phone will notify you by displaying a small envelope symbol at the top of your screen. When you access voicemail, your new messages will be automatically played.

Contact Us

Call airtime free from your wireless phone:

Dial * 2: Customer Service Dial * 4: Check your minutes and account balance
Dial * 3: Make a payment Dial * 5: Customer Service - Spanish

Toll-Free Customer Service: 888-211-4727

Toll Free Business Care: 800-927-2199

Sales, upgrades, or additional lines: 800-SPRINT1

Internal Use Only

Rebate Eligibility Code:

E X H I B I T E

Contract Receipt

SUBSCRIBER AGREEMENT

2 Year Advantage Agreement

MDN: (816)XXX-XXX1

Name: JOE RMSTEST

Date: 6/27/2008

Subscriber Agreement You are entering into a binding legal agreement with Sprint on behalf of yourself or your company (if you are a Business customer). Your Subscriber Agreement ("Agreement") includes: (i) the requirements and terms of the Service Plan(s) you choose as set forth in our Service Plans & Rates Brochure and other printed materials made available to you; (ii) if your Service Plan is not specifically set forth in any printed materials, the requirements and terms set forth in the current Service Plans & Rates Brochure apply, excluding the monthly charge and number minutes included in your Service Plan; (iii) the terms set forth in the Coverage Map Brochures; (iv) the most recent General Terms and Conditions of Service ("Ts&Cs"); and (v) the items below.

Business Customers. If you are a business customer, your Agreement is exclusively governed by the Standard Terms and Conditions for Communications Service, the Wireless Services Product Annex, and the applicable Product specific terms posted at <http://www.sprint.com/ratesandconditions>. Additional terms and conditions for Equipment for Business customers may be found at <http://www.sprint.com/equipt>. Rates and charges are listed in the Service Plans & Rates Guide for business customers.

Please ask a representative to provide you any part of your Agreement (Service Plans & Rates Brochure, Ts&Cs, or Coverage Map Brochures) that you may be missing.

Bundled Services. If you purchase wireless service as part of a bundle with services from a 3rd party, that 3rd party may be authorized to bill and collect for all wireless services charges on our behalf. Also, as a bundled services customer, additional terms may apply that modify or replace certain terms included in your Agreement. Please refer to your bundled services Service Plans & Rates Brochure for information on where to obtain all additional terms.

Changes. We may make changes to the Ts&Cs or other parts of the Agreement from time-to-time and will provide you notice of any important changes and may provide notice of other changes. The Ts&Cs set forth your rights in the event we make an important

change

MANDATORY ARBITRATION. As set forth in the Ts&Cs, you agree to a mandatory arbitration provision providing that (except for matters properly brought to small claims court) any legal or equitable claim, controversy or dispute of any kind between you and Sprint and/or any of its representatives, must be resolved by final and binding arbitration.

Term and Early Termination Fee. You agree to maintain Sprint Service for at least a TWO-YEAR term. Except for deactivations under our return policy, you agree to pay an **EARLY TERMINATION FEE** of \$200 for each line of Service terminated early, in addition to other charges that may have accrued.

Activation Fee. A phone activation fee of up to \$36 applies to each new line activated and to certain plan changes or upgrades of equipment.

Other Monthly Charges. Monthly charges exclude taxes, Sprint Surcharges [incl. USF charge of up to 11.4% (varies quarterly), Administrative Charge (\$0.75/line/mo.), Regulatory Charge (\$0.20/line/mo.) & state/local fees by area (e.g., in some areas up to 16% but in most areas less than 3%)]. Sprint Surcharges are not taxes or government-required charges and are subject to change.

Employees and Organization Member Discounts. The discount percentage may vary from month-to-month based on the terms of the agreement your employer, association or other organization (each an "Organization") has with Sprint. The discount will be zero after your agreement or your Organization's agreement with Sprint ends.

Return Policy. Requires return of your complete, undamaged phone with the original retailer's proof of purchase within 30 days of purchase and activation. For new activations only, we will provide a refund either by check or a charge-card credit. We will refund any activation fee paid and will not charge you an Early Termination Fee, but you will remain responsible for all charges based on usage prior to deactivation of the phone (e.g., service charges, taxes, surcharges, etc.).

Number Transfers. If you have asked to port your current landline or wireless telephone number to Sprint, you authorize Sprint to take all necessary steps to port your number.

By signing below, you (i) represent that all information you have provided to Sprint is correct; (ii) agree that you have read and agreed to all terms of this Agreement,

including the terms of your service plan and the Ts&Cs, and (iii) if acting on behalf of a business, represent that you have authorization to legally bind the business and agree to pay all charges if that business denies responsibility.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

A handwritten signature in black ink, appearing to read "John A. Smith", written over a horizontal line.

Customer Signature

Thank you for choosing Sprint

EXHIBIT F

Welcome Letter

FE7NC3-3180



Getting your \$25 is easy:

- 1 Visit sprint.com/referralprogram to e-mail information to your friends, family members and co-workers.
- 2 Have them purchase and activate a new Sprint phone at a Sprint retailer—or they can visit sprint.com
- 3 Within 15 days of activation, they must complete the referral by calling **800.451.1111** (#733) and following the voice prompts. Just make sure they have your phone number handy.

Refer more friends and earn more rewards. Refer up to 12 people per year, and you'll earn up to \$300 on your reloadable debit card.

Referral Program: A completed referral must be received by Sprint within 15 days of the referred person's activation to receive the offer. A customer may not refer themselves. Accounts are limited to 1 referral in a calendar year. Referral person's phone activation must occur at least 30 days after referring person's phone activation. Referring person and referred person must be a U.S. citizen and 18 years of age. Accounts are not eligible for the offer. Government and corporate/enterprise accounts, international carriers, and pay-as-you-go accounts are not eligible to participate. Referrals are limited to the yearly aggregate limit. Both referring participants and referred participants must have an active account for 30 consecutive days or longer before the reward can be applied. Sprint employees, Affiliate employees, and third party employees are not eligible. Please allow us to keep your information confidential. We may use or disclose this program at any time without notice.

Data services (Internet), GPS services and/or other premium services (games, ringtones, etc.) are priced separately. Unless a data plan is selected, customer will be charged \$.03/KB for usage. Monthly charges exclude taxes, Sprint Surcharges (including USF charge of up to 10.2% (varies quarterly), Administrative Charge (\$0.75/line/month), Regulatory Charge (\$0.20/line/month) and state/local fees by area). Sprint Surcharges are not taxes or government-required charges and are subject to change. Details: Sprint.com/taxesandfees. May require up to \$36 activation fee/line, credit approval and deposit. \$200 early termination fee/line applies.

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Printed on recycled paper.

CWP0208

Subscriber Detail:

Phone Number: 123 456-7890
Phone Model: Model Name
Contract Start Date: 01/01/06
Contract End Date: 01/01/08
Early Termination Fee: \$200.00

An early contribution here may apply to each firm's capital structure and if you cannot decide before your capital structure:

Service Plan Monthly Charge:* \$XXX.XX

Service Plan Monthly Charge does not include charges for any additional services.

Your Service Plan Includes:

[illegible]

Additional Service(s):

[illegible]

The "Additional Services" section reflects any other services you've added to your account. Promotional periods or discounts for additional services are not indicated.

Subscriber Detail:

Phone Number: 123 456-7890
Phone Model: Model Name
Contract Start Date: 01/01/06
Contract End Date: 01/01/08
Early Termination Fee: \$200.00

Any early formulation has many equally late results later on your account if you cannot answer both your early and late claims.

Service Plan Monthly Charge:* \$XXX.XX

Service Plan Monthly Charge: does not include charges for any additional services.

Your Service Plan Includes:

[illegible]

Additional Service(s):

[illegible]

The "Additional Services" section reflects any other services you've added to your account. Promotional periods or discounts for additional services are not included.



*Features may vary by phone and network. Depending on your plan, the following charges may apply: additional plan minutes (up to \$0.50/minute); roaming usage (up to \$0.69/minute + \$0.25/minute for long distance); calls outside local calling areas (up to \$0.50/minute); and long-distance charges in certain instances. Contact us for specific information on the charges that apply to your plan. See reverse for important information.

CWP0208

EXHIBIT G

Sprint's 30-Day Risk-Free Guarantee

Sprint® 30-Day Risk-Free Guarantee

Enjoy the benefit of 30 days to try your new phone, plan or service without worries

If you're not completely satisfied with your device, plan or service, simply return your device and deactivate your service within 30 days of activation. We'll refund any activation fee, waive your early termination fee and only bill you for access and airtime charges accrued on your account through the deactivation date. Check 30-Day Risk-Free Guarantee Eligibility rules below.

30-Day Risk-Free Guarantee Eligibility

Customers are limited to one exchange within the guarantee. If your device was never activated, you can return it within 30 days from date of purchase. If your device was activated, you can return it within 30 days from date of activation. All returns must be undamaged and contain ALL originally packaged device and accessory components (manuals, packaging, battery, charger, ear bud, clip, etc.). For any devices or accessories purchased through a Buy One, Get One (BOGO) offer, all devices or accessories purchased must be returned to receive a refund. This policy applies only to new equipment being returned for a refund or model exchange.

Activation fees and early termination fees are waived for cancellations within the 30 days as long as the "like-new" devices with all components are also returned within the 30 days. Credit for the returned device or accessory is applied to your account within 30 days from the date the equipment is received at Sprint's warehouse or returned to the place of purchase. Credits may take up to one to two bill cycles to appear on your account. Customer can pay for replacement equipment by credit card or bill to account (if eligible).

All equipment returned due to cancellation of services must be deactivated at the time it is returned to Sprint (if returning to a store) or before it is returned to Sprint (if returning by mail). If a device is returned and service is cancelled on a later date, the customer will be charged through the end of the cycle.

Exchanges and Returns

If you would like to exchange or return your Sprint device or accessory within the 30 days of activation, please follow the instructions below according to where you made your initial purchase. Sprint now offers customers that purchase via Sprint.com or by phone the convenience of returning their device to a corporate-owned Sprint store. If you have a problem with your device within the first 30 days, see [Service & Repair: Insurance / Advanced Exchange for instructions](#).

Devices purchased via Sprint.com or by Phone:

Returns for Employee Advantage Club and Business customers are not supported in corporate-owned Sprint stores.

Steps:

- Verify your eligibility to return to a retail store by calling 866-789-8292 Monday - Friday from 8 am to 11 pm Eastern.
- Go to your nearest corporate-owned Sprint store.
- While at the store, the following items will need to be presented:
 - The like new device in the original box with all components and materials.
 - A photocopy of the original packing slip.
 - A state issued photo ID or driver's license.
 - The purchasing credit card (if applicable). Please note that only the person whose name appears on the purchasing credit card can return the item to the store.

[Click here for the store locator](#) to find the nearest corporate-owned Sprint store.

Returns made to a corporate-owned Sprint store will be credited when you return your device to the store.

Or for your convenience, you may also return or exchange your device by mail.

Call 866-789-8292 Monday - Friday from 8 am to 11 pm Eastern.

- Be prepared to provide your email address and account number to the representative, who will send you the required forms and instructions by email.
- Package the like new device in the original box with all components and materials.
- Include a photocopy of the original packing slip.

Returns made by mail will be credited when Sprint's warehouse receives your device. If any contents are missing or incorrect equipment is received, a credit or refund will not be processed and the incorrect equipment will not be returned. You will still be responsible for all access and airtime charges accrued on your account through the date of deactivation. If the device is not returned, you will be subject to a \$200 Early Termination Fee.

Accessories purchased on Sprint.com or by phone:

If you purchased an accessory on Sprint.com or by phone and you wish to return or exchange within 30 days of purchase, please call 866-789-8292 Monday - Friday from 8 am to 11 pm Eastern to obtain return or exchange instructions.

The accessories cannot be returned or exchanged at a corporate-owned Sprint store.

Purchases made through a non-Sprint online or Retail store:

Sprint can only process an exchange or return for purchases made through Sprint.com, Sprint Telesales, or a corporate-owned Sprint store. If your purchase was made from a non-corporate-owned Sprint store or online store, please review the exchange and return policies and instructions available at the store or website where you made your initial purchase. You will need to return to the original purchase location to return your device and request that your account be deactivated if you wish to discontinue service.

Purchases made in a corporate-owned Sprint store:

If you would like to return or exchange a device or accessory purchased at a corporate-owned Sprint store within the 30-day return window, please go back to the place of purchase. In the event that you can not return to the location you purchased the equipment, any corporate-owned Sprint store will be able to process your exchange or return. [Click here to find the nearest corporate-owned Sprint Store.](#)

While at the store, you will be able to return the "like new" device in the original box, with all components and materials and receive a full refund; or exchange the device for another model of your choosing. If the device fails within the first 30 days, you also have the option of replacing the device with a new device of the same model. An original receipt must accompany all returns or the return cannot be processed. If you wish to deactivate your service, you must present the "like new" device in the original box, with all components and materials, otherwise you will be subject to a \$200 Early Termination Fee.

Service & Repair: Insurance/Advanced Exchange

Replacement equipment that is provided to you as part of an insurance or repair transaction may be returned within 30 days if defective. If you have a problem with the device within the first 30 days, please contact the same group that originally sent you your replacement device.

- Insurance: Asurion 800.584.3666 OR The Signal 888.352.9182
- Advanced Exchange:
 - Customers with a Nextel device: 800.639.6111
 - Customers with a Sprint device: 888.211.4727 or *2
 - Customers with a PowerSource device: 866.398.0455

You must return the device that was reported as malfunctioning or damaged or you may be charged. No other device will be accepted. If the defective device is not received within 10 days of you receiving your replacement device, you may be subject to non-return fees of up to \$200 that could be applied to your invoice.

Please use the packaging materials included with your original shipment to return the device.

If you have defective equipment you can take it to a Service and Repair (S&R) location to have diagnostic testing done to determine if repairs are possible. [Click here](#) for policy and locations.

If you are enrolled in the Total Equipment Protection plan and need to replace your equipment due to loss, theft or damage or if your equipment needs repair, please refer to the [Total Equipment Protection plan on how to file a claim](#).

If you want to return your device outside of the 30-Day Risk-Free Guarantee, [click here](#) for the Sprint Buy Back Program.

Terms and Conditions: \$200 early termination fee will be waived and activation fee will be refunded if the phone is returned in like-new, undamaged condition containing all originally packaged devices and accessory components and service is deactivated within 30 days of purchase. A qualifying phone must be capable of being turned on with the display screen in working condition. Sprint may charge a \$25 restocking fee per device or accessory returned that does not include all original kit components and packaging. Refunds for returned equipment will be for the customer payment made at the point and date of purchase for the device and associated taxes minus instant discounts. The refund amount will also exclude any charges for shipping or deposit. Accessories purchased online or by phone can not be returned or refunded at a retail store. Deposit refunds will be processed by Sprint Account Services after the return has been completed and will take up to two billing cycles after the device has been returned. No returns will be accepted without a photocopy of the receipt of packing slip. If you received your device through a "Buy One, Get One or More Free" offer, all devices purchase through the promotion must be returned in order to receive a refund. A total cash refund up to \$75 will be provided for cash purchases returned to a retail store. Refunds for cash payments in excess of \$75 will be made by Company check issues within 14 business days. Refunds for purchases made by check are subject to verification of funds issues within 14 business days of the return or the verification. Bill to account purchase returns will be credited to the same account.

Total Equipment Protection is a combination of the Equipment Replacement Program underwritten by Continental Casualty Company, a CNA company (CNA), and administered by Asurion Protection Services, LLC (Asurion Protection Services Insurance Agency, LLC CA Lic. #OD6316), a licensed Agent of CNA and the Equipment Service and Repair Program which is an equipment service contract from Sprint. The service contract and the insurance plan are each available separately. Claims may be fulfilled with new or refurbished replacement equipment. Terms and conditions are subject to change. May not be available in all states. Eligibility varies by device.

Terms & Conditions

[Your Privacy Rights](#) | [Acceptable Use Policy and Visitor Agreement](#) | [Copyright Notices](#) | [Find a Store](#) | [Contact Us](#) | [Email Sign Up](#)

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